



MEMORANDUM OF UNDERSTANDING

Between

CITY OF BELMONT

And

**MID-MANAGEMENT/CONFIDENTIAL
EMPLOYEES ASSOCIATION**

July 1, 2012 – June 30, 2015

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BETWEEN CITY OF BELMONT
AND MID-MANAGEMENT/CONFIDENTIAL EMPLOYEES ASSOCIATION
OF THE CITY OF BELMONT**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BELMONT
AND MID-MANAGEMENT/CONFIDENTIAL EMPLOYEES ASSOCIATION
OF THE CITY OF BELMONT**

The Mid-Management/Confidential Employees Association of Belmont and representatives of the City of Belmont have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Appendix A, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Belmont City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2012 and ending June 30, 2015.

1 Recognition

1.1 City

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Belmont, hereinafter referred to as the "City," in employer-employee relations.

1.2 Association

The Mid-Management/Confidential Employees Association, hereinafter referred to as the "Association," is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the classifications set forth in Appendix A, which is attached hereto and made a part hereof.

Immediate staff of the City Manager who are represented by the Association may withdraw from the Association by providing notice within sixty (60) days prior to the termination of this Memorandum of Understanding.

2 Association Security

2.1 Dues Deduction

The Association may have the regular dues of its members within the unit deducted from the employee's pay checks under procedures prescribed by the City for such deductions. The City shall accept authorization for dues deductions on a quarterly basis. Employees may authorize such deduction only for the organization certified as the recognized employee organization of the unit to which such employees are assigned. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the City, and shall continue: 1) until the transfer of the employee to another unit or 2) until such authorization is revoked, in writing, by the employee in accordance with provisions of this Section. Current dues deduction authorization forms may not be revoked during the terms of this Memorandum of Understanding executed by the City and the Association provided, however, that during the period of sixty (60) to ninety (90) days immediately preceding the expiration of this Memorandum of Understanding or during the period of sixty (60) to ninety (90) days immediately preceding the expiration of any successor memorandum of understanding, employees shall be able to revoke current dues deduction authorization forms by notification to the City. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amounts of the deductions herein authorized. When an employee is a non-pay status for an entire period, no withholding

will be made to cover that pay period from future earnings nor will the employee deposit that amount with the City which would have been withheld if the employee had been in pay status during the period. In the case of an employee who is a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction. The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of the checkoff of Association dues. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, as the Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule resolution or regulation must be adopted immediately without prior notice or meeting with the Association, City management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

3 No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age, physical or mental disability, marital status, medical condition, religion, political activity, or legitimate Association activities against any employee or applicant for employment by the Association or by the City.

4 Representative Rights

4.1 Employee Representatives for Grievances

Reference is made to "Rule 16, Grievance Procedure," to be found in the City of Belmont's Personnel Rules & Regulations," which Rule is herein embodied by reference.

4.2 Association Activities

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours unless approved in advance by the City Manager or his designated representative.

5 Salary Plan

5.1 Paychecks and Pay Period

All paychecks will be delivered through direct deposit.

5.2 Salaries

The salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part thereof.

Effective the first full pay period in July 2014, the rate of pay for all job classes shall be increased by two percent (2%).

5.3 Step Increases

The City and the Association recognize that represented employees should have the opportunity to move through their salary ranges based on performance and length of service. Toward this end, employees who maintain acceptable performance levels shall be eligible for annual step

increases as follows.

Each classification shall have six steps with 5% between each step.

Annual step increases will become effective on the employee's anniversary date and will be based upon an overall evaluation of "Meets Standards" or better. Every effort shall be made to complete an employee's evaluation on or before his/her anniversary date. In the event the evaluation is completed after the employee's anniversary date, the employee will receive his/her step increase retroactive to his/her anniversary date.

When warranted, the City Manager may deem a salary step adjustment in advance of an employee's anniversary date.

Employees may be eligible to receive two step increases at one time based upon an overall performance rating of "Outstanding" and City Manager approval. (See performance evaluation for the requirements for an "Outstanding" performance rating.)

5.4 Performance Report Appeal

Within five (5) days after a performance report meeting between the employee and supervisor or department head, an employee may request, in writing, a review of the report by a reviewer. The City and the Association will mutually agree on a reviewer. Within five (5) days after said review, the reviewer shall either accept the original report, a modified report, or cause a new report to be prepared which shall be entered into the personnel file as the official report. The official report shall bear the reviewer's signature. The decision of the reviewer shall be final and binding, and not subject to further appeal.

6 Probationary Period

An employee's probationary period may be extended for a period of up to six (6) additional months. Written notification of such extension will be provided to the employee and the Association.

6.1 Nature, Purpose and Duration

The probationary period shall be an essential part of the examination process, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose performance is not satisfactory.

The City Manager may terminate a probationary employee at any time during the probationary period without right of appeal, except as provided by applicable laws, in any manner and without recourse to the procedures provided in Section 4 hereof, except when the employee alleges and substantiates in writing that the termination was due to discrimination prohibited by city, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In the case of rejections during the probationary periods, employees shall be given written notice, with reasons therefore, at once.

The probationary period for all new employees shall be twelve (12) months from the date of appointment.

6.2 Promotional Probation

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee is discharged during the promotional probationary period, the employee shall not be entitled to such reinstatement

rights.

7 Transfer, Promotion, Employment Lists

7.1 Transfer

No employee shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon approval by the City Manager, an employee may be transferred by the Department Head at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications. If the transfer involves a change from one department to another, both Department Heads must consent thereto, unless the City Manager orders the transfer for purposes of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in the City's rules and regulations. Each transfer shall not result in the loss to the employee of any accumulated leave, such as vacation and sick leave, nor shall it affect the employee's length of service with the City.

7.2 Promotion

Insofar as is consistent with the best interests of the City, all vacancies in the competitive services shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

7.3 Time Off for Examination

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

8 Layoff and Reemployment

8.1 Layoff

Whenever in the judgment of the City Council it becomes necessary in the interest of the economy or because the necessity for a position no longer exists, the City Council may abolish any position of employment in the city service, or reduce the number of hours for any position in the city service, and the employee holding such position of employment may be laid off, either partially or completely, without taking disciplinary action.

8.2 Notice of Layoff

Except in cases of emergency, the City Manager shall notify, in writing, the employee and the union of the proposed action and reasons therefore at least twenty-eight (28) calendar days in advance of such action. A copy of this Section 8, Layoff and Reemployment, shall be attached to the written notice. The City will offer to meet and confer with the union regarding the impacts of specific layoffs.

8.3 Grievance of Layoff

An employee who receives notice of a specific action under the layoff procedure and believes that the layoff procedure has not been correctly applied in the employee's case, may appeal as provided in the grievance procedure. The decision itself to lay off shall be specifically excluded from the grievance or any other appeal procedure.

8.4 Order of Layoff

Employees shall be laid off in inverse order of their length of service in a classification. Length of service is the amount of combined regular or probationary service in the classification affected and any former classification that the employee may have held with the City. If two or more employees have the same length of service, the order of layoff will be determined by the City Manager.

8.5 Displacement Rights

- (A) An employee who has received a notice of layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within his/her department, provided that in order to displace the employee with less service the laid off employee must, in the opinion of the Human Resources Director, meet the minimum qualifications of the classification into which he/she is displacing. The laid off employee may also displace a less senior employee in another department, provided that the laid off employee has held regular status in that classification and performed in a satisfactory manner.
- (B) If the employee is unable to displace an employee with less seniority as described in (A) he/she may accept a voluntary transfer or demotion to a vacant position in a lateral or lower related classification in which no previous service has been rendered provided that, in the opinion of the Human Resources Director, the employee meets the minimum qualifications of the classification. If two (2) or more employees request to transfer or demote into the same vacant position as described herein, the employee with the highest seniority, as defined in this Section 8, will have his/her request granted.
- (C) Employees requesting to exercise their right to displace into a classification as provided in (A) or (B) above must make such request to the Human Resources Director in writing within five (5) calendar days of their receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the displacement rights provided in this Section 8. Should the Human Resources Director determine that the laid off employee does not meet the minimum qualifications for the classification into which the employee requests to be reassigned, such decision may be appealed to the City Manager. The decision of the City Manager may be appealed to an Adjustment Board comprised of one person designated by the union/association, one person designated by management, and a third person who shall be selected by the first two Adjustment Board members. The decision of the Adjustment Board shall be final and not subject to further appeal through the grievance process.
- (D) Employees laid off as a result of another employee's exercise of displacement rights shall be entitled to a minimum notice period of fourteen (14) calendar days.
- (E) When an employee chooses to displace into a position in a lateral or lower related classification, said employee must accept the salary, hours and working conditions of the position. If the employee's salary prior to displacement is within the salary range of the lateral or lower related classification into which the employee is displacing, the employee will retain the salary held prior to displacing, even if that places the employee's salary between steps in the new salary range. If the employee's salary prior to displacing is above the top of the range of the lateral or lower related classification, the employee's salary will be placed at the top of the salary range of the lateral or lower related classification. Employees who accept a voluntary transfer or demotion as described in (B) shall serve a probationary period of twelve (12) months.
- (F) If an employee chooses to displace into a position in a lateral or lower classification within the same department, he/she shall have the right to displace first into the highest lateral or lower classification. If an employee chooses to displace into a position in another department, if such employee held regular status in more than one classification, he/she shall have the right to displace first into the highest classification in which regular status was previously held. Highest classification shall be defined as the classification with the highest top step in the salary plan in effect at the time of layoff.
- (G) Seniority for the purpose of exercising the displacement rights provided in this Section is defined as the total cumulative number of years of probationary and regular service with the City of Belmont beginning with the worker's first date of employment with the City.

- (H) Employees may elect to be laid off in lieu of displacement. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.
- (I) At the time of a layoff, employees who were previously members of the Bargaining Unit (e.g., who subsequently promoted out of the unit) shall have all the rights described in Section 8.
- (J) A part-time regular employee may only displace into a part-time position in a lateral or lower related classification in accordance with the provisions of this Section.
- (K) A full-time regular employee may displace into a full-time or part-time position in a lateral or lower related classification in accordance with the provisions of this Article.

8.6 Re-employment

- (A) The names of employees laid off shall be placed on a reemployment list from most senior to least senior. The employee with the greatest seniority on the reemployment list, including those who exercised their displacement rights or who took a voluntary demotion, shall be offered reinstatement in a vacant classification for which said employee meets the minimum qualifications. In the event the employee refuses two (2) offers of reemployment, said employee's name shall be removed from the reemployment list. The employee's name shall not be removed from the reemployment list if said employee refuses reemployment into a classification that is lower than the highest classification held by the employee. In hiring for a vacant position in a classification, such reemployment list shall take precedence over all other employment lists.
- (B) Any employee who accepts an offer of reemployment to the highest classification he/she would have been entitled to at the time of layoff shall have his/her name removed from the reemployment list.
- (C) Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the City by certified mail to the last address given the City by the employee, of any vacancies for which he/she is eligible. Employees so notified shall respond within seven (7) working days of the date notice was sent. Copies of all such reemployment notices together with a listing of employees to whom they were sent shall be sent to the Union.
- (D) The names of employees who exercise their right to displace into a classification as provided in Section 8.5(A) or (B), and the names of employees whose layoff results in unemployment from the City shall remain on a reemployment list for a period of one (1) year. This one (1) year period shall commence upon the date the employee begins his/her service in the lower/lateral classification into which he/she displaced as defined in Section 8.5(A) or (B), or upon the date unemployment from the City begins.
- (E) Any employee rehired as defined in Section 8.6 shall serve a probationary period of no more than twelve (12) months, unless the reemployed employee has prior service in the classification into which he/she is being rehired.

9 Resignation and Reinstatement

9.1 Resignation

An employee wishing to resign from employment in good standing shall file with the Department Head at least two (2) weeks notice of an intention to leave City service unless a shorter period of time is agreed upon between the employee and the Department Head. The written resignation

shall state the effective date and the reasons for leaving.

9.2 Reinstatement

A regular or probationary employee who has resigned in good standing may be reinstated by the City Manager, upon recommendation of the Department Head to a vacant position of the same class as the previous position held within a period of one (1) year from the effective date of such resignation. A new probationary period may be required.

10 Reallocation of Position

An employee in a position reallocated to a lower classification shall have the right of either (1) transferring to a vacant position in the employee's present classification in the same or another department, provided both the City Manager and the Department Head of the department into which the transfer is proposed agree, or (2) continuing in the same position in the lower classification at a Y rate of pay when the incumbent's pay is higher than the maximum step of the schedule for the lower classification. Such Y rate of pay shall be discontinued when the incumbent ceases to occupy the position or whenever the maximum pay of the salary assigned to the lower classification equals or exceeds such Y rate. The Y rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

11 Hours of Work, Administrative Leave, Compensation Time

11.1 Hours of Work

The standard work week for employees occupying full-time positions consists of forty (40) hours per week unless otherwise specified by the City. An alternate work schedule (9/80 or 4/10) may be approved by the City Manager. An employee requesting such an alternate schedule must submit a plan to the department head describing in detail the specific schedule and the anticipated impact on the City's operations. An employee requesting such an alternate schedule must submit a plan to the department head describing in detail the specific schedule and the anticipated impact on the City's operations. The employee's request will be responded to in writing within thirty (30) days of the date of submittal. The City will remain open for business Monday through Friday from 8:00 AM until 5:00 PM and will continue to provide a high level of service to the citizens of Belmont. The decision of the City Manager shall be final and not subject to the Grievance Procedure.

11.2 Administrative Leave

In recognition of the demands placed upon members of this unit who are identified as FLSA exempt or Management personnel and are required to work outside of the normal work week, eighty (80) hours of administrative leave shall be granted to all such employees on January 1 of each fiscal year. Administrative leave must be used in the calendar year in which it was granted and may not be carried over into a subsequent fiscal year or paid out upon termination.

Up to twenty-four (24) hours of unused administrative leave may be converted to vacation hours annually at the end of each calendar year.

In recognition of the amount of time Police Captains and Police Lieutenants are required to be on call, one hundred and four (104) hours of administrative leave shall be granted to such employees on January 1 of each calendar year. Administrative leave must be used in the fiscal year in which it was granted and may not be carried over into a subsequent fiscal year or paid out upon termination.

Up to twenty-four (24) hours of unused administrative leave may be paid out at the conclusion of the calendar year at the employee's option.

11.3 Overtime

Authorized work performed by member of this unit who are identified as FLSA non-exempt employees in excess of forty (40) hours in one (1) week shall constitute overtime. All compensable overtime must be authorized by the department head or the department head's designated representative in advance of being worked. If prior authorization is not feasible because of emergency condition, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. An employee required to work in excess of the regularly scheduled hours of work shall be compensated for each overtime hour worked at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

Payment for overtime worked will be either cash or compensatory time off upon mutual agreement of the department head and the employee, subject to the availability of funds and with consideration of the employee's current accumulation of compensatory time off. Compensatory time-off will be taken at a time agreeable to the employee and his/her supervisor. Employees may accumulate a maximum of 80 hours of compensatory time off; overtime hours accumulated in excess of 80 hours of compensatory time off will be paid as overtime pay at the rate of one and one-half times the employees' regular straight time rate of pay.

The above provision for overtime shall be granted in accordance with the state and federal law.

12 Holidays

12.1 Authorized Holidays

The holidays to be observed by this Association are as follows:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25

In addition to the above-listed holidays, employees shall receive two (2) Floating Holidays to be taken after one (1) year of service, at any time mutually convenient to the Department Head and the employee, and every day proclaimed by the President of the United States, Governor of California, or Mayor of this City as a public holiday. Floating holidays will only be usable as time off and may not be paid out upon separation from City service. Floating Holidays must be used in the calendar year in which they are accrued and may not be carried over into a subsequent calendar year.

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regular scheduled time off, compensatory time shall be granted.

Either the day before Christmas or the day before New Year's Day shall be a holiday, the specific day to be determined by mutual agreement between the employee and the Department Head, and the employee shall not be required to be on duty unless the Department Head has so indicated.

12.2 Holiday During Vacation

In the event any of the holidays specified in Section 12.1 above occurs while an employee is on

vacation, the holiday shall not be charged to vacation.

13 Vacation Leave

13.1 Vacation Allowance

Regular full-time employees shall be entitled to vacation leave as follows:

<u>Length of Service</u>	<u>Days of Vacation</u>	<u>Hours Accrued Per Month of Service</u>
1 through 4 years	10 days	6-2/3 hours
5 years	15 days	10 hours
6 years	16 days	10-2/3 hours
7 years	17 days	11-1/3 hours
8 years	18 days	12 hours
9 years	19 days	12-2/3 hours
10 or more years	20 days	13-1/3 hours
15 or more years	22 days	14-2/3 hours

(A) New Lateral Appointments

With City Manager approval, the City can offer new lateral hires vacation allowance and/ or accrual at a rate higher than that specified above. The vacation allowance/ accrual can not be higher than that provided for 15 years of service in the current MOU.

13.2 Vacation Accumulation

In the event an employee is unable to take all of the vacation leave to which the employee is entitled in a calendar year, the employee shall be permitted to accumulate the unused portion, provided that the accumulated time does not exceed two times the employee's annual allowance unless an extension is granted by the City Manager due to exceptional circumstances. Employees who have reached their accrual limit will not accrue any additional vacation unless and until their accrued vacation is below their accrual limit.

13.3 Pay Upon Termination

Employees who leave City service shall be paid straight-time salary for all accrued vacation leave earned on or before the effective date of termination.

13.4 Vacation Scheduling

The time during a calendar year at which an employee may take vacation shall be at the discretion of the Department Head. Length of service shall be given consideration when giving preference as to vacation.

14 Sick Leave

14.1 Accrual and Usage

Sick leave, with pay, shall be granted to all full-time regular and probationary employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual personal or family sickness or disability. An employee taking sick leave may be required to file a physician's certificate or personal affidavit with the Department Head stating the cause of the absence.

For purposes of computing sick leave, one (1) day shall be considered as eight (8) working hours. In the event that one or more City holidays falls within a period of an employee's illness on sick leave, such holiday shall not be charged against the employee's sick leave balance. Sick leave shall be earned at the rate of one (1) day of each calendar month of service.

A maximum of eighty (80) hours of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of sickness or disability affecting the employee's immediate family. The immediate family shall consist of the spouse, children,

parents, brothers, sisters, domestic partner, children of domestic partner or dependents of the employee.

14.2 Accumulation

Unused sick leave shall be accumulated to a total of not more than 200 days (1,600 hours). An employee who is off on sick leave shall be entitled to accumulate earned sick leave while using previously earned sick leave. An employee who is on leave without pay shall not accumulate sick leave credits.

14.3 Workers' Compensation -- Integration with Sick Leave

In the event that an employee chooses to integrate accumulated unused sick leave with Workers' Compensation and Workers' Compensation payments cover all or part of the period during which sick leave benefit was payable for said period, the unused portion of accumulated sick leave will continue to be credited to the employee.

14.4 Pay for Unused Sick Leave Upon Separation from City Service

Upon retirement or death, the City shall compensate employees for accumulated sick leave at the rate of twenty-five percent (25%) of days accumulated for employees with at least five (5) years but less than ten (10) years of service with the City, and at the rate of fifty percent (50%) for employees with ten (10) or more years of service with the City. For purposes of this Section, retirement will be defined as receiving a PERS retirement benefit.

15 Other Leaves

15.1 Bereavement Leave

A maximum of five (5) days of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of death affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, domestic partner or dependents of the employee. The Department Head may grant such leave because of death of a member of the employee's household and not a member of the immediate family when the Department Head deems it appropriate to do so.

15.2 Industrial Disability Leave of Absence

(A) Sworn Management Personnel:

Leave with pay shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.

(B) Civilian Personnel:

Leave with pay shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California, for the period of such disability to a maximum of eighty (80) hours.

During the period the employee is paid by the City, the employee shall endorse to the City any benefit payments received as a result of Workers' Compensation Insurance Coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive and no sick leave benefits may be used for the purposes specified under this Section.

If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond the eighty (80) hours described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time-off accruals with the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and paid leave does not exceed the employee's regular rate of pay for said period.

Industrial disability leave may not exceed twelve (12) months and ten (10) days unless extended by the City Manager whose decision shall be final.

The City shall continue to pay the insurance premiums for the employee when an employee is on an industrial disability leave of absence without pay in accordance with this Section.

15.3 Non-Industrial Disability Leave Without Pay

An employee who is disabled by reason of illness or injury which is not job-incurred may be granted a leave of absence without pay so long as such disability continues and is substantiated by a physician's statement. Such leave may be granted only after the employee has used all the employee's accrued sick leave. At the employee's option, accrued vacation and compensatory time off may be used during the period of such leave.

When such disability is by reason of pregnancy, childbirth or related medical conditions, leave shall be granted in accordance with the Pregnancy Disability Act. The total leave granted shall not exceed twelve (12) months (inclusive of all paid time off).

Family and medical leave, including disability leave for pregnancy, childbirth or related medical condition shall be granted in accordance with applicable state and federal law.

The total leave granted shall not exceed twelve (12) months (inclusive of all paid time off).

The City shall continue to pay the insurance premiums for the employee when an employee is on a leave of absence without pay as a result of a non-industrial disability in accordance with this Section.

15.4 Personal Leave of Absence

The City Manager may grant a permanent employee a leave of absence without pay or benefits for a period not to exceed ninety (90) days. Requests for such leave shall be in writing and shall be approved in advance by the City Manager in writing.

15.5 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay, provided, however, the employee must remit to the City all fees received except those specifically allowed for mileage and expenses.

15.6 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

15.7 Seniority Rights and Salary Adjustments While on LOA

Authorized leave of absence without pay which exceeds two (2) weeks for (1) leave of absence for personal reasons; (2) leave of absence for non-industrial illness or injury; or (3) leave of absence for industrial illness or injury shall not be included in determining salary adjustments. Authorized leave of absence without pay which exceeds thirty (30) calendar days for (1) leave of absence for personal reasons; (2) leave of absence for non-industrial illness or injury; or (3) leave of absence for industrial illness or injury shall not be included in determining seniority rights.

16 Health and Welfare Plans; Retirement Plan

16.1 Hospital/Medical Plans

The City will participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) medical plans, as administered by PERS.

The City shall provide each eligible employee who participates in a City sponsored medical

insurance plan with an employer contribution towards the purchase of medical insurance benefits. The amount of this employer contribution shall not exceed the minimum contribution required under the Public Employees' Hospital and Medical Care Act (PEMHCA).

16.2 Flexible Benefits Plan Design

The City shall offer an Internal Revenue Code Section 125 Plan which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account, and cash option.

An employee may use any and all such funds toward the cost of employer-provided health insurance for the employee and eligible dependents. An employee may use any and all such funds that are not used for medical plan premiums as contributions into the health care reimbursement account, dependent care reimbursement account, deferred compensation, or cash option in accordance with Plan procedures.

16.3 Flexible Benefits Plan Contributions

Effective July 1, 2012, the City shall contribute \$1,587.14 (inclusive of the PERS minimum contribution) per month toward the flexible benefit plan.

For employees hired prior to October 1, 2012: If an employee is eligible for alternative group medical insurance the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan.

Effective January 2013, and each January during the term of this Memorandum of Understanding, the City's contribution to the Employee & 2+ Dependents (EE 2+) rate will be increased up to One Hundred percent (100%) of the Kaiser Employee & 2+ Dependents (EE 2+) premium cost. Effective January 1, 2013, the City's contribution to the flexible benefits plan for Employee (EE) and Employee & 1 Dependent (EE & 1) coverage will be increased to cover the increase in cost of the medical premium up to the dollar contribution to the EE 2+ Kaiser cost. Effective January 1, 2013, the amounts eligible for cash and/or deferred contribution are capped at the 2012 rates for the plan option selected (such as Kaiser EE & 1 or Blue Shield Access EE coverage). The amount of cash and/or deferred compensation that an employee may receive shall not exceed \$1,587.14 or increase during the term of this agreement unless the employee changes plans or coverage to a lesser monthly rate.

For employees hired on or after to October 1, 2012: Employees who elect a medical plan shall receive no cash or deferred compensation or dependent care.

If an employee is eligible for alternative group medical insurance, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the city plan. Any employee who waives medical coverage entirely shall be eligible to receive in cash or deferred compensation, in accordance with Plan procedures, one-half of the current Kaiser EE plan rate.

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this program and all contributions to Flexible Benefits Plan outlined below are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant.

16.3 Dental Plan

The City will provide dental coverage to all employees and their eligible dependents. Employees will be responsible for Five Dollars (\$5.00) of the monthly premium if covering their spouse and Ten Dollars \$10.00 of the monthly premium if covering their family. These amounts will be deducted from the employee's paycheck.

16.4 Vision Plan

The City shall continue to contribute to a self-insured Vision Care Plan the sum of nineteen dollars (\$19.00) per month for each Mid-Management/Confidential employee and eligible dependent(s), which plan is managed by the Mid-Management/Confidential Employees Association.

It is understood that this plan may be adjusted to use its surplus funds, if such surplus funds exist, for dental claims of the Mid-Management/Confidential employees if the members so desire. The members will develop and approve the method and policies by which such reimbursement will take place.

During the first year of the successor Memorandum of Understanding, the City will meet at the request of MMCEA to review alternative vision plans and/or changes to the scope of the existing Vision Plan. It is understood that the City will not be responsible for any additional costs.

16.5 Life and Accidental Death & Dismemberment Insurance

For sworn Management personnel, the City shall provide life and accidental death and dismemberment insurance in the amount of one and one-half (1-1/2) times the employee's basic annual earnings up to a maximum benefit of \$50,000.

The City shall pay on behalf of non-sworn personnel a monthly premium contribution sufficient to provided life and accidental death and dismemberment insurance in accordance with the schedule below. Employees may purchase additional life insurance in accordance with their respective plans.

All employees with Basic <u>Monthly Earnings of:</u>	Face Amount <u>Life Insurance</u>	Principal Sum <u>Accident Insurance</u>
less than \$900	\$20,000	\$20,000
\$900 but less than \$1,200	\$25,000	\$25,000
\$1,200 but less than \$1,500	\$30,000	\$30,000
\$1,500 but less than \$1,800	\$35,000	\$35,000
\$1,800 but less than \$2,100	\$40,000	\$40,000
\$2,100 but less than \$2,400	\$45,000	\$45,000
\$2,400 or more	\$50,000	\$50,000

Effective as soon as feasible after adoption of the successor Memorandum of Understanding, the City will increase the life insurance for all members of the bargaining unit to provide for \$75,000 life and Accidental Death and Dismemberment (AD&D) insurance.

16.6 Disability Insurance

(A) Long Term Disability

The City shall provide Long Term Disability Insurance Coverage at no cost to the employee. The amount of insurance shall be based on sixty-six and two-thirds percent (66-2/3%) of the employee's basic monthly earnings, reduced by any deductible benefits. The City will reclassify the cost of the long term disability insurance to the employee's salary. The employee shall pay the actual monthly cost of the premium on an after-tax basis.

(B) State Disability Insurance (SDI)

The City will participate in the California State Disability Insurance Program (SDI). The cost to participate in the program will be paid by employees. Any benefits received under this program will be automatically integrated with any available sick leave and/or Workers' Compensation benefits. Once sick leave is exhausted, employees may integrate SDI benefits with unused vacation leave or compensatory time. Integrated payments shall at no time exceed the employee's regular rate of pay.

- (C) **Paid Family Leave**
Employees receiving Paid Family Leave benefits shall be required to take up to two (2) weeks of earned but unused vacation leave or compensatory time as permitted by state law.

16.7 Retirement

The City shall contract with PERS to provide a retirement plan, which includes the 2% at 55 formula for miscellaneous employees. The Miscellaneous plan will include the following optional benefits: Credit for Unused Sick Leave; Industrial Disability Retirement for Local Miscellaneous Members; and Fourth Level of 1959 Survivor Benefits.

Effective as soon as feasible after adoption of this Agreement, all Miscellaneous members hired after the effective date shall have the PERS plan Two Percent at Fifty-Five (2% @ 55) formula with three year average of salary for determination of benefits.

Safety employees covered by this Memorandum of Understanding shall have the same retirement plan as provided for Police Officers.

Employees will pay the full amount of the employee-share of the PERS retirement contribution (7% for miscellaneous employees and 9% for sworn employees) on a before-tax basis in accordance with the IRS Section 414(h)(2).

16.8 Retiree Health Benefits

(A) **Retirees with Five (5) Years of Service**

An employee who retires in accordance with PERS regulations after five (5) years of continuous employment with the City of Belmont shall be eligible to participate in the PERS health care program. The City will contribute to PERS the mandated minimum employer contribution for such health plan participation.

(B) **Retirees with Twelve (12) Years of Service**

An employee who retires in accordance with PERS regulations after twelve (12) years of continuous employment with the City of Belmont shall be entitled to monthly reimbursement of the expenses he or she incurs for hospital and medical care premiums for his or her individual coverage only.

(C) **Retirees after July 1, 2001**

An employee who retires after July 1, 2001 and who retires in accordance with (B) above shall be entitled to monthly reimbursement of hospital and medical care premiums up to a maximum of the amount paid by the City of Belmont for single employee coverage under the Kaiser Health Care Plan.

(D) **Employees Hired after October 1, 2012**

1. Notwithstanding (B) and (C) above, employees hired after October 1, 2012 shall be entitled to the following benefits. The City shall participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide the minimum PEMHCA contribution for retirees as required by law.

2. Additionally, the City shall contribute the following to a Retirement Health Savings account based on the years of service with the City.

Years of Service	Monthly Contribution
Years 1-5	\$150.00
Years 6-10	\$200.00
Years 11-15	\$250.00
Years 16 and thereafter	\$300.00

3. Employees shall be vested in the Retiree Health Savings Plan after ten (10) years of continuous service with the City.

(E) A retiree shall be entitled to participate in the City's dental plan at his or her own cost.

16.9 Deferred Compensation

The City shall contribute monthly sums to each employee's account pursuant to the existing City of Belmont's Deferred Compensation Plan as set forth in Appendix B, which is attached hereto and made a part thereof.

16.10 Catastrophic Leave Program

A permanent employee may be eligible to receive donations of paid leave other than sick leave, to be included in the recipient employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the City Manager. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.

- (A) A medical verification of eligibility for FMLA (Section 16.10) must be provided by the recipient employee.
- (B) A recipient employee is eligible to receive ninety (90) working days of donated time per employment. Requests for exception to this limit may be submitted to the City Manager whose decision shall be final.
- (C) Donations shall be made in four (4) hour increments and are irrevocable. The donor employee may donate vacation up to any amount so long as the donor employee retains at least eighty (80) hours of vacation. Compensatory time may also be donated without limit on the amount. Sick leave may not be donated.
- (D) Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.
- (E) Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- (F) The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City Manager's sole discretion and shall be final and non-grievable.

16.11 Domestic Partner Coverage

The City will provide medical coverage for Domestic Partners in accordance with PERS definitions and regulations. The City will provide domestic partner dental, and vision care coverage to the extent and in the manner in which the health plan carriers allow for the domestic partner's enrollment. For the purposes of providing dental and vision coverage, the domestic partner of the employee shall be defined as an unmarried person, regardless of gender, who resides with the employee and shares the common necessities of life. In a domestic partnership neither partner is married to another; both are at least 18 years of age; are not related by blood so close as to bar marriage; are mentally competent; and are each other's sole domestic partner, intend to remain so indefinitely, and are responsible for their common welfare. Domestic partners will be required to complete, sign, and file with the City an "Affidavit of Domestic Partnership." No person who has filed an Affidavit of Domestic Partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with

the City.

17 Safety

17.1 Observance of Safety Rules and Regulations

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations. Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony to the same.

17.2 Safety Equipment

The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City-supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

18 Disciplinary Actions

The City Manager or Department Head may discipline, which may include but not be limited to suspension, discharge, or demotion of employees for cause. The action imposed upon an employee may be processed as a grievance pursuant to Rule 16, Personnel Rules and Regulations, per City Council Resolution 9486.

19 Special Provisions

19.1 Uniform Allowance

Any member of the Mid-Management/Confidential Employees Association who is a sworn police officer with the Belmont Police Department shall receive an annual uniform allowance equivalent to that received by a sworn police officer as specified in the Belmont Police Officers Association M.O.U., and as adjusted each year.

Effective each fiscal year, Public Works Field Supervisors will receive reimbursement up to two hundred and fifty dollars (\$250) for the purchase of City approved uniforms, safety footwear and/or cold weather gear.

19.2 Tuition Reimbursement

The City's administrative policy, as confirmed in Section 20.3 of the Personnel rules and Regulations, regarding tuition reimbursement shall continue for the term of this Memorandum of Understanding and not exceed \$1,000 per annum, per employee.

19.3 Car Allowance

All employees required to use personally owned vehicles for City business shall be reimbursed at the rate set for automobile use by the Internal Revenue Service.

19.4 Acting Pay

An employee may be assigned by the City Manager or his/her designee, to perform the duties of a higher classification on an acting basis by written notice. Such assignments may be made to cover for an extended absence, a position vacancy, or other extenuating circumstances. An employee assigned to perform the duties of a higher level position on an "acting" basis for a period of ten (10) workdays or more, shall receive "acting" pay retroactive to the first day of such assignment. Such payment shall be at the rate for the first step of the higher classification or at the step which is not less than five percent (5%) more than his/her current pay, not to exceed the top salary step of the higher classification. In the event an employee performing such "acting"

assignment is absent from work because of illness or injury for more than five (5) workdays, the City in its sole discretion may terminate the employee's acting assignment designation and the additional compensation provided therefor.

19.5 Maintaining Required Licenses and Certifications

Employees who are required to hold and/or obtain a required certification and/or license to perform in a job classification must maintain their license and/or certification at all times during employment in that job classification. Employees are required to notify their supervisor immediately when any required license or certification has expired.

19.6 Economic Hardship

In the event that the City suffers substantial economic hardship during the term of this Agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, a decline in overall General Fund revenues, or an increase in General Fund expenses, of five percent (5%) or more.

Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions of this agreement or by State or Federal law.

This provision is not subject to the grievance procedure.

19.7 Employee Initiated Reclassification Requests

An employee may request in writing a reclassification of his or her position during the month of November of each year. Requests shall be processed through the employee's Department Head and submitted to Human Resources.

Requests must include:

- Detailed justification for the request
- Supervisor's and Department Head's review and comment

Human Resources will respond to this request within ninety (90) calendar days of the request by notice to the employee; however this timeline may be extended by mutual agreement. If meetings with the employee are required, the employee may request representation.

If the City determines a reclassification of the position is warranted the reclassification shall be handled through the regular budgetary process and shall be effective the beginning of the next fiscal year.

If the City denies the reclassification request, the City will provide the employee reasons for the denial in writing.

This provision is not subject to the grievance procedure.

19.8 Salary Upon Reclassification

A regular employee who is reclassified will receive the salary set forth below.

- (A) If reclassified to a classification with the same salary range, the salary will not change.
- (B) If reclassified to a classification with a higher salary range, the employee will be placed at the lowest step of the new range that results in not less than a five percent increase above the employee's current regular salary.

Upon recommendation of the department head and approval of the City Manager, the employee may be placed at the next higher step.

- (C) If reclassified to a classification with a lower salary range, the employee will be placed within the salary range of the classification to which reclassified, at the step which is lower and closest to the salary the employee was receiving before the reclassification, unless the City Manager approves a y-rate.

20 Past Practices

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

21 Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

22 Duration

This Memorandum of Understanding shall be effective as of July 1, 2012 except for those provisions of the M.O.U. which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2015, and shall continue thereafter from year to year unless at least sixty (60) days prior to July 1, 2015 or to the first day of July of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

In witness whereof, the parties hereto have executed this Memorandum of Understanding this
2nd day of November, 2012.

MMCEA
NEGOTIATION COMMITTEE



Jennifer Walker,
MMCEA President



Vilma Smith,
MMCEA Vice President



Colleen Turning,
MMCEA Treasurer




Jozi Phup,
MMCEA Secretary



Brayton "Bud" Stone
Labor Relations Representative,
Rains, Lucia & Stern

RATIFIED:
MMCEA

By: 

CITY OF BELMONT
NEGOTIATION COMMITTEE



Cora Dino,
Human Resources Director



Afshin Oskoui,
Public Works Director



Diana Doughtie,
IEDA

APPROVED:
CITY COUNCIL
CITY OF BELMONT

By: 

Greg Scoles, City Manager

ATTEST: 

Clerk of the City of Belmont

APPENDIX A – Salary Tables

Salary Ranges
(Monthly)

Effective July 1, 2012

Class Title	A	B	C	D	E	F
Accountant I	\$ 5,340.00	\$ 5,607.00	\$ 5,888.00	\$ 6,182.00	\$ 6,491.00	\$ 6,816.00
Accountant II	\$ 5,891.00	\$ 6,185.00	\$ 6,495.00	\$ 6,819.00	\$ 7,160.00	\$ 7,518.00
Accountant III	\$ 6,817.00	\$ 7,158.00	\$ 7,516.00	\$ 7,892.00	\$ 8,286.00	\$ 8,701.00
Administrative Assistant	\$ 4,552.00	\$ 4,780.00	\$ 5,019.00	\$ 5,270.00	\$ 5,533.00	\$ 5,810.00
Assistant Civil Engineer	\$ 6,294.00	\$ 6,609.00	\$ 6,939.00	\$ 7,286.00	\$ 7,650.00	\$ 8,033.00
Assistant Planner	\$ 5,597.00	\$ 5,877.00	\$ 6,171.00	\$ 6,479.00	\$ 6,803.00	\$ 7,143.00
Associate Civil Engineer	\$ 7,149.00	\$ 7,507.00	\$ 7,882.00	\$ 8,276.00	\$ 8,690.00	\$ 9,125.00
Associate Planner	\$ 6,306.00	\$ 6,621.00	\$ 6,952.00	\$ 7,300.00	\$ 7,665.00	\$ 8,048.00
Assist Public Works Director/City Engineer	\$10,010.00	\$10,510.00	\$11,036.00	\$11,587.00	\$12,167.00	\$12,775.00
Building Official	\$ 8,740.00	\$ 9,177.00	\$ 9,636.00	\$10,118.00	\$10,624.00	\$11,256.00
Deputy City Clerk	\$ 4,809.00	\$ 5,049.00	\$ 5,302.00	\$ 5,567.00	\$ 5,845.00	\$ 6,137.00
Deputy Finance Director	\$ 8,819.00	\$ 9,260.00	\$ 9,723.00	\$10,209.00	\$10,719.00	\$11,255.00
Executive Assistant to City Manager	\$ 5,297.00	\$ 5,561.00	\$ 5,839.00	\$ 6,131.00	\$ 6,438.00	\$ 6,760.00
GIS Coordinator I	\$ 5,770.00	\$ 6,058.00	\$ 6,361.00	\$ 6,679.00	\$ 7,013.00	\$ 7,365.00
GIS Coordinator II	\$ 6,624.00	\$ 6,955.00	\$ 7,303.00	\$ 7,668.00	\$ 8,051.00	\$ 8,665.00
GIS Coordinator III	\$ 7,468.00	\$ 7,842.00	\$ 8,234.00	\$ 8,645.00	\$ 9,078.00	\$ 9,532.00
Housing Specialist	\$ 6,306.00	\$ 6,621.00	\$ 6,952.00	\$ 7,300.00	\$ 7,665.00	\$ 8,048.00
Management Analyst I	\$ 6,011.00	\$ 6,311.00	\$ 6,627.00	\$ 6,958.00	\$ 7,306.00	\$ 7,671.00
Management Analyst II	\$ 6,547.00	\$ 6,874.00	\$ 7,218.00	\$ 7,579.00	\$ 7,958.00	\$ 8,356.00
Parks Manager	\$ 7,847.00	\$ 8,239.00	\$ 8,651.00	\$ 9,084.00	\$ 9,538.00	\$10,015.00
Police Captain	\$10,907.00	\$11,452.00	\$12,025.00	\$12,626.00	\$13,257.00	\$13,920.00
Police Lieutenant	\$ 9,837.00	\$10,329.00	\$10,845.00	\$11,387.00	\$11,957.00	\$12,555.00
Principal Planner	\$ 8,911.00	\$ 9,357.00	\$ 9,824.00	\$10,316.00	\$10,832.00	\$11,373.00
Public Works Field Supervisor	\$ 6,314.00	\$ 6,630.00	\$ 6,962.00	\$ 7,310.00	\$ 7,675.00	\$ 8,059.00
Public Works Services Manager	\$ 8,716.00	\$ 9,151.00	\$ 9,609.00	\$10,089.00	\$10,594.00	\$11,124.00
Recreation Manager	\$ 7,207.00	\$ 7,567.00	\$ 7,945.00	\$ 8,343.00	\$ 8,760.00	\$ 9,198.00
Recreation Program Coordinator	\$ 4,552.00	\$ 4,780.00	\$ 5,019.00	\$ 5,270.00	\$ 5,533.00	\$ 5,810.00
Recreation Supervisor	\$ 6,021.00	\$ 6,322.00	\$ 6,638.00	\$ 6,970.00	\$ 7,319.00	\$ 7,685.00
Senior Civil Engineer	\$ 8,792.00	\$ 9,232.00	\$ 9,694.00	\$10,178.00	\$10,687.00	\$11,222.00
Senior Planner	\$ 7,183.00	\$ 7,542.00	\$ 7,919.00	\$ 8,315.00	\$ 8,731.00	\$ 9,167.00
Technology Specialist I	\$ 5,684.00	\$ 5,968.00	\$ 6,266.00	\$ 6,579.00	\$ 6,908.00	\$ 7,253.00
Technology Specialist II	\$ 6,243.00	\$ 6,556.00	\$ 6,883.00	\$ 7,228.00	\$ 7,589.00	\$ 7,968.00

Effective July 1, 2014 (MOU) (Appendix A) MONTHLY

Class Title	COLA	A	B	C	D	E	F
Accountant I	2.00%	\$ 5,446.80	\$ 5,719.14	\$ 6,005.10	\$ 6,305.35	\$ 6,620.62	\$ 6,951.65
Accountant II	2.00%	\$ 6,008.82	\$ 6,309.26	\$ 6,624.72	\$ 6,955.96	\$ 7,303.76	\$ 7,668.95
Accountant III	2.00%	\$ 6,953.34	\$ 7,301.01	\$ 7,666.06	\$ 8,049.36	\$ 8,451.83	\$ 8,874.42
Administrative Assistant	2.00%	\$ 4,643.04	\$ 4,875.19	\$ 5,118.95	\$ 5,374.90	\$ 5,643.64	\$ 5,925.83
Assistant Civil Engineer	2.00%	\$ 6,419.88	\$ 6,740.87	\$ 7,077.92	\$ 7,431.81	\$ 7,803.40	\$ 8,193.57
Assistant Planner	2.00%	\$ 5,708.94	\$ 5,994.39	\$ 6,294.11	\$ 6,608.81	\$ 6,939.25	\$ 7,286.21
Associate Civil Engineer	2.00%	\$ 7,291.98	\$ 7,656.58	\$ 8,039.41	\$ 8,441.38	\$ 8,863.45	\$ 9,306.62
Associate Planner	2.00%	\$ 6,432.12	\$ 6,753.73	\$ 7,091.41	\$ 7,445.98	\$ 7,818.28	\$ 8,209.20
Assist PW Director/City Engineer	2.00%	\$10,210.20	\$10,720.71	\$11,256.75	\$11,819.58	\$12,410.56	\$13,031.09
Building Official	2.00%	\$ 8,914.80	\$ 9,360.54	\$ 9,828.57	\$10,320.00	\$10,836.00	\$11,377.79
Deputy City Clerk	2.00%	\$ 4,905.18	\$ 5,150.44	\$ 5,407.96	\$ 5,678.36	\$ 5,962.28	\$ 6,260.39
Deputy Finance Director	2.00%	\$ 8,995.38	\$ 9,445.15	\$ 9,917.41	\$10,413.28	\$10,933.94	\$11,480.64
Executive Assist to City Manager	2.00%	\$ 5,402.94	\$ 5,673.09	\$ 5,956.74	\$ 6,254.58	\$ 6,567.31	\$ 6,895.67
GIS Coordinator I	2.00%	\$ 5,885.40	\$ 6,179.67	\$ 6,488.65	\$ 6,813.09	\$ 7,153.74	\$ 7,511.43
GIS Coordinator II	2.00%	\$ 6,756.48	\$ 7,094.30	\$ 7,449.02	\$ 7,821.47	\$ 8,212.54	\$ 8,623.17
GIS Coordinator III	2.00%	\$ 7,617.36	\$ 7,998.23	\$ 8,398.14	\$ 8,818.05	\$ 9,258.95	\$ 9,721.90
Housing Specialist	2.00%	\$ 6,432.12	\$ 6,753.73	\$ 7,091.41	\$ 7,445.98	\$ 7,818.28	\$ 8,209.20
Management Analyst I	2.00%	\$ 6,131.22	\$ 6,437.78	\$ 6,759.67	\$ 7,097.65	\$ 7,452.54	\$ 7,825.16
Management Analyst II	2.00%	\$ 6,677.94	\$ 7,011.84	\$ 7,362.43	\$ 7,730.55	\$ 8,117.08	\$ 8,522.93
Parks Manager	2.00%	\$ 8,003.94	\$ 8,404.14	\$ 8,824.34	\$ 9,265.56	\$ 9,728.84	\$10,215.28
Police Captain	2.00%	\$11,125.14	\$11,681.40	\$12,265.47	\$12,878.74	\$13,522.68	\$14,198.81
Police Lieutenant	2.00%	\$10,033.74	\$10,535.43	\$11,062.20	\$11,615.31	\$12,196.07	\$12,805.88
Principal Planner	2.00%	\$ 9,089.22	\$ 9,543.68	\$10,020.87	\$10,521.91	\$11,048.00	\$11,600.40
Public Works Field Supervisor	2.00%	\$ 6,440.28	\$ 6,762.29	\$ 7,100.41	\$ 7,455.43	\$ 7,828.20	\$ 8,219.61
Public Works Svcs Manager	2.00%	\$ 8,890.32	\$ 9,334.84	\$ 9,801.58	\$10,291.66	\$10,806.24	\$11,346.55
Recreation Manager	2.00%	\$ 7,351.14	\$ 7,718.70	\$ 8,104.63	\$ 8,509.86	\$ 8,935.36	\$ 9,382.12
Recreation Program Coordinator	2.00%	\$ 4,643.04	\$ 4,875.19	\$ 5,118.95	\$ 5,374.90	\$ 5,643.64	\$ 5,925.83
Recreation Supervisor	2.00%	\$ 6,141.42	\$ 6,448.49	\$ 6,770.92	\$ 7,109.46	\$ 7,464.93	\$ 7,838.18
Senior Civil Engineer	2.00%	\$ 8,967.84	\$ 9,416.23	\$ 9,887.04	\$10,381.40	\$10,900.47	\$11,445.49
Senior Planner	2.00%	\$ 7,326.66	\$ 7,692.99	\$ 8,077.64	\$ 8,481.52	\$ 8,905.60	\$ 9,350.88
Technology Specialist I	2.00%	\$ 5,797.68	\$ 6,087.56	\$ 6,391.94	\$ 6,391.94	\$ 7,047.12	\$ 7,399.47
Technology Specialist II	2.00%	\$ 6,367.86	\$ 6,686.25	\$ 7,020.57	\$ 7,371.59	\$ 7,740.17	\$ 8,127.18

APPENDIX B – Deferred Compensation Plan

The City will continue to contribute to the Deferred Compensation Plan on behalf of the classifications listed below in the monthly amount specified.

CLASS TITLE	DEFERRED COMPENSATION CONTRIBUTION
Accountant I/II/III	\$125.00
Administrative Assistant	\$125.00
Deputy City Clerk	\$125.00
Deputy Finance Director/Controller	\$135.00
Assistant Civil Engineer	\$125.00
Associate Civil Engineer	\$135.00
Associate Planner	\$135.00
Building Official	\$135.00
Assistant Public Works Director/City Engineer	\$135.00
Executive Assistant to the City Manager	\$125.00
GIS Coordinator I/II/III	\$125.00
Housing Specialist	\$135.00
Human Resources Technician	\$125.00
Management Analyst I/II	\$125.00
Parks Manager	\$135.00
Police Captain	\$135.00
Police Lieutenant	\$135.00
Principal Planner	\$135.00
Public Works Services Manager	\$135.00
Recreation Program Coordinator	\$125.00
Recreation Manager	\$135.00
Recreation Supervisor	\$125.00
Senior Civil Engineer	\$135.00
Senior Planner	\$135.00
Technology Specialist I	\$125.00
Technology Specialist II	\$125.00

CITY OF BELMONT
and
Mid-Management/Confidential Employees' Association

SIDE LETTER OF AGREEMENT
Merit/Longevity Program

Effective July 1, 2012, a lump-sum bonus shall be paid to each full-time, eligible employee on his or her anniversary date if he or she completes a specified period of continuous employment with the City and achieves a specified, overall performance rating for the year, as follows:

	6 - 9 YEARS OF SERVICE	10 - 14 YEARS OF SERVICE	15 - 19 YEARS OF SERVICE	20 + YEARS OF SERVICE
EXCEEDS STANDARDS OVERALL RATING	0.375%	1.5%	2.5%	3%
OUTSTANDING OVERALL RATING	0.75%	2%	2.75%	3.5%

The bonus amount shall be equal to the applicable percentage (specified in the chart above) of the employee's monthly, base salary rate as of the employee's anniversary date, multiplied by twelve (12). "Years of service" with the City shall be calculated based on total time with the City, irrespective of breaks in service.

Bonuses shall be paid within thirty (30) days of the employee's anniversary date or thirty (30) days after adoption of the Agreement. Bonuses are one-time, lump-sum payments to employees and are not increases to base salary. Employees may defer bonuses into the City's deferred compensation program (457 Plan) in accordance with plan rules. Bonuses shall be treated in accordance with applicable statutory provisions for the purpose of pension calculation. Bonuses shall be combined with regular wages, and paid by one single check.

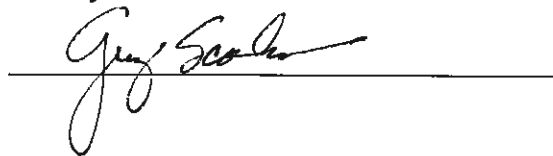
Decisions regarding performance evaluations and the grant or denial of a merit/longevity bonus are not subject to the grievance procedure.

Effective July 1, 2013, the Merit/Longevity bonus Program will be terminated.

For MMCEA



For City



DATED 10/30/12

**CITY OF BELMONT
and
MMCEA**

**SIDE LETTER OF AGREEMENT
Mandatory Furlough Program**

The terms and conditions of the furlough program are outlined below:

Covered Employees

All full-time employees represented by MMCEA will be required to participate in the Furlough Program.

Furlough Obligation

1. All full-time employees will have a furlough obligation of 32 hours for FY 12-13 and FY 13-14.
2. Furlough obligations for part-time employees shall be prorated.
3. Any new employee, or employee returning from an unpaid status, will have a Furlough Obligation based on the number of payrolls remaining in the fiscal year.

Furlough Payback

1. In order to mitigate the financial impact of the Furlough Program to employees, the payback of the Furlough Obligation will be spread over the payrolls in each fiscal year.
2. Overtime (where applicable) shall continue to be calculated in accordance with applicable MOU language and FLSA provisions.
3. Any employee who leaves City employment prior to completely reimbursing the City for the Furlough Hours taken, will have any remaining balance of owed Furlough Payback Hours deducted from the final paycheck.

Other Impacts

1. Implementation of the Furlough Program will not otherwise reduce the employee's base salary for benefit accrual purposes or PERS reporting purposes.
2. Furlough hours are not available for cash out at any time and do not carry over to the next fiscal year.

Fiscal Year 14-15

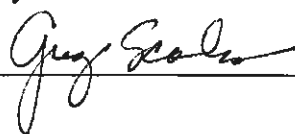
If the City's financial situation requires lay-offs of MMCEA members, the Union agrees to a re-opener of the MOU for the narrow and specific purpose of discussing concessions or other alternatives to lay-offs. Modifications to the Memorandum of Understanding shall be by mutual agreement.

This Side Letter will terminate June 30, 2015.

For MMCEA



For City



DATED 10/30/12

City of Belmont

and

Mid-Management/Confidential Employees Association (MMCEA)

Side Letter of Agreement to the Memorandum of Understanding (MOU)

The City of Belmont and Mid-Management/ Confidential Employees Association have reached the following understanding and agree to add the following provision to the current MOU. The below certifications and corresponding special pay is applicable to the Field Services Supervisor job classification effective August 1, 2014.

CERTIFICATIONS

California Water Environment Association (CWEA)

Collection System Maintenance Grade I

\$50/month

This level certification is designed to demonstrate competency at the **entry and basic working level**. More specifically, Grade I certification implies competence in the knowledge, skills, and abilities required to perform an entry Collection System Maintenance Technologist position.

Collection System Maintenance Grade II

\$100/month

This level certification is designed to demonstrate competency at the **skilled or journey level**. More specifically, Grade II certification implies competence in the knowledge, skills, and abilities required to perform the essential duties of a skilled Collection System Maintenance Technologist position.

Collection System Maintenance Grade III

\$200/month

This level certification is designed to demonstrate competency at the **lead or advanced technical level**. More specifically, Grade III certification implies competence in the knowledge, skills and abilities required to perform the essential duties of a lead or advanced Collection System Maintenance Technologist position.

Collection System Maintenance Grade IV

\$200/month

This level certification is designed to demonstrate competency at the **program manager level**. More specifically, Grade IV certification implies competence in the knowledge, skills and abilities required to perform the essential duties of a management level Collection System Maintenance Technologist position.

Plant Maintenance (PM) Electrical/Instrumentation Technologist Grade III \$200/month

This level certification is designed to demonstrate competency at the **lead or advanced technical level**. More specifically, Grade III certification implies competence in the knowledge, skills and abilities required to perform the essential duties of a lead or advanced Electrical/Instrumentation Technologist position.

Employees are eligible to receive one certification pay at a time regardless of how many certifications employees possess; CWEA certification is capped at \$200.00/month.

If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

City of Belmont

By  Date 10/31/14

Greg Scoles, City Manager

MMCEA

By  Date 10/30/14

Jennifer Rose, Labor Representative